

EXHIBIT 3

Documents relating to Beacon-ARCO #615 (1625 Chestnut Avenue)

- FCDEH-FRESNO-016697, Underground Storage Tank Unauthorized Release (Leak) / Contamination Site Report (Oct. 13, 1998);
- MARTIN-FRESNO-0001, Handwritten Notes of Dan Martin (undated); and
- MARTIN-FRESNO-0008, Branded Distributor Gasoline Agreement (undated).

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT			
EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
REPORT DATE 10/13/98		CASE # 10-13-98	
NAME OF INDIVIDUAL FILING REPORT Lisa Smoot		PHONE (209) 445-3271	SIGNATURE Lisa Smoot
REPRESENTING <input checked="" type="checkbox"/> LOCAL AGENCY <input type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> OTHER		COMPANY OR AGENCY NAME Fresno County Environmental Health System	
ADDRESS 1221 Fulton Mall Fresno CA 93721			
RESPONSIBLE PARTY	NAME Ultramar, Inc. <input type="checkbox"/> UNKNOWN	CONTACT PERSON Joseph Aldridge	PHONE (209) 583-3231
	ADDRESS P.O. Box 466 Hanford CA 93232		
SITE LOCATION	FACILITY NAME (IF APPLICABLE) ARCO	OPERATOR	PHONE (209) 251-5924
	ADDRESS 1625 N. Chestnut Fresno CA 93703		
	CROSS STREET McKinley		
IMPLEMENTING AGENCIES	LOCAL AGENCY Fresno County Env. Health System	CONTACT PERSON Jim Armstrong	PHONE (209) 445-3271
	REGIONAL BOARD Central Valley Regional Water Quality Control Board	CONTACT PERSON John Noonan	PHONE (209) 445-5116
SUBSTANCES INVOLVED	(1) Gasoline	QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN	
	(2) Diesel	<input checked="" type="checkbox"/> UNKNOWN	
DISCOVERY/ABATEMENT	DATE DISCOVERED 10/13/98	HOW DISCOVERED <input type="checkbox"/> INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS <input type="checkbox"/> TANK TEST <input checked="" type="checkbox"/> TANK REMOVAL <input type="checkbox"/> OTHER	
	DATE DISCHARGE BEGAN UNKNOWN	METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input checked="" type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input type="checkbox"/> REPLACE TANK <input type="checkbox"/> OTHER	
	HAS DISCHARGE BEEN STOPPED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE 06/10/98		
SOURCE/CAUSE	SOURCE OF DISCHARGE <input type="checkbox"/> TANK LEAK <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER	CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER	
	CHECK ONE ONLY <input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)		
CURRENT STATUS	CHECK ONE ONLY <input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input checked="" type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY		
	CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> OTHER (OT)		
COMMENTS	Fresno County Community Health Dept has required the site responsible party to secure the services of an approved environmental engineering consulting firm.		

HSC 05 (8/90)

MARTIN OIL CO - MARTIN ENTERPRISES

ARCO BRANDED STATIONS LEASED TO
BEACON OIL CO LOCATED IN FRESNO
AREA (NOV) 1984 TO PRESENT TIME
(DEC)

1216 CLOVIS & BARSTOW AVE. STILL ARCO BRANDED
BEACON # 3612

4001 NO MARKS & ASHLAND
BEACON # 3616 STILL BRANDED ARCO

4594 EAST TULARE & MAPLE (STILL ARCO I BELIEVE)
BEACON # 3620 SOLD TO DON DOYLE 8/9/93
(EL MONTE GAS)

4514 W SHAW & JENNIFER
BEACON # 3659 STILL BRANDED ARCO

1625 CHESTNUT & MCKINLEY STILL BRANDED ARCO
BEACON # 3615

3076 E GUTHRIE & 1ST ST. SOLD TO ARAKELIAN 6/89
BEACON # BRANDED VALERO NOW
4/25/2000 SOLD AGAIN TO ANNAI CORP

Also enclosed

COPY OF FRANCHISE (ARCO) SALE TO BEACON
COPY OF ARCO CONTRACT - SOLD TO BEACON

Sam Martin

ARCO Petroleum Products Company
Division of Atlantic Richfield Company

Branded Distributor
Gasoline Agreement

This Agreement, made as of the _____ day of _____, 19_____, between ARCO Petroleum Products Company (a division of Atlantic Richfield Company, incorporated in Pennsylvania) with an office at 2000 Alameda de las Pulgas, San Mateo, CA 94402 hereinafter referred to as "ARCO", and MARTINOIL CO. of 2874 South Cherry, Fresno, CA 93706 hereinafter referred to as "Buyer";

1. Quantity: Subject to the terms and conditions hereinafter described, ARCO agrees to sell and Buyer agrees to purchase and pay for during each month included in the term of this Agreement, the minimum monthly quantities of motor fuels comprising gasolines and gasoline containing materials (hereinafter collectively called "Product") in full truck transport quantities of not less than 5,500 gallons minimum per truckload, (hereinafter called "full truck transport") or such minimum gallons per truckload as ARCO may establish by subsequent written notice, as follows:

Monthly Quantity:	Quantities of Product			Quantities of Product	
	Minimum	Maximum*		Minimum	Maximum*
January	1,989,400	2,842,000	July	2,496,900	3,567,000
February	2,037,000	2,910,000	August	2,553,600	3,648,000
March	2,431,800	3,474,000	September	2,601,200	3,716,000
April	2,593,500	3,705,000	October	2,522,800	3,604,000
May	2,564,800	3,664,000	November	2,465,400	3,522,000
June	2,524,900	3,607,000	December	2,278,500	3,255,000
				29,060,000	41,514,000

Total six month Minimums from October 1 through March is 13,724,900 gallons.

Total six month Minimums from April 1 through September is 15,334,900 gallons.

2. Grade: Subject to ARCO's rights in Paragraph 13, below, the Product which ARCO agrees to sell and Buyer agrees to purchase and pay for is ARCO branded gasoline of such grade or grades as ARCO has available for sale at the Supply Point(s) as provided in paragraph 4 of this Agreement.

3. Delivery Limit: Buyer understands and agrees that ARCO has no obligation whatsoever in any month to sell or deliver to Buyer in any month any quantities in excess of the minimum monthly quantity set forth above. It is further understood and agreed that ARCO may, at a time or times during the term of this Agreement and at ARCO's sole discretion, elect to advise Buyer that additional quantities are available for sale by ARCO to Buyer up to the maximum quantities set forth in Paragraph 1 above. *Buyer represents and warrants that the monthly maximum quantities, as selected by Buyer, hereinabove set forth, does not exceed its best estimate of its requirements for Product. In the event that ARCO advises Buyer of the availability of such additional quantities, Buyer may elect to purchase such additional quantities in accordance with and subject to the terms and conditions contained in this Agreement. In addition, ARCO may also, at any time or times during the term of this Agreement, and at ARCO's sole discretion, advise Buyer that additional quantities are available for sale by ARCO to Buyer in excess of the maximum quantity set forth above, in which event Buyer may elect to purchase such additional quantities in accordance with and subject to the terms and conditions contained in this Agreement. Quantities below monthly maximum not purchased by Buyer may not be carried forward without ARCO's written consent.

Buyer understands and agrees that ARCO has no obligation whatsoever in any month to sell or deliver to Buyer any quantities in excess of the monthly minimum quantities set forth above, whether or not any additional quantities have been made available to Buyer at any time during or prior to the term of this Agreement.

Buyer shall make reasonable efforts to take delivery of the monthly volumes set forth in Paragraph 1 at regular intervals during each month. Should Buyer fail to do so, ARCO may, by written notice to Buyer, establish a delivery schedule, by supply point, for Buyer and Buyer agrees to adhere thereto until such time, if any, that ARCO may cancel such delivery schedule. Failure by Buyer to strictly adhere to such delivery schedule as ARCO may establish shall constitute a breach of this Agreement.

4. Price and Supply Point: Buyer shall pay for Product sold and delivered hereunder at the prices established for such Product from time to time by ARCO for purchasers, if any, in the same classification as Buyer, in effect at the time and place of delivery of Product to Buyer. ARCO reserves the right to change its prices at any time without notice to Buyer. Buyer shall be solely responsible to arrange for such transport from the Supply Point(s) and for all costs, expenses and liabilities of any nature whatsoever occasioned by or arising out of such transport. As used in this Agreement, purchasers "in the same classification as Buyer" means branded motor gasoline distributors purchasing under a contract with ARCO that is substantially similar to this Agreement, including contracts in the same form as this Agreement or Branded Distributor Gasoline Agreements on forms previously or subsequently offered or accepted by ARCO. Buyer expressly understands and agrees that any change in the price of any Product purchased or sold under this Agreement will not necessarily be predicated upon nor patterned after any price established by ARCO, or any price change made by ARCO, with respect to sales to any other customer or class of trade not in the same classification as Buyer. It is further understood and agreed that the price(s) to be established by ARCO from time to time at its discretion under this Agreement shall not be required to bear any fixed or predetermined relationship, or any relationship whatsoever, to the price established by ARCO from time to time at its discretion with respect to sales to any other customer or class of trade not in the same classification as Buyer.

At ARCO's option, ARCO may, from time to time, permit Buyer to participate in a program in the nature of competitive assistance such as the temporary voluntary allowance (TVA) program. Any TVA or other competitive

MARTIN-FRESNO-0008